

## **DRUG & ALCOHOL TESTING SPB19-0172MR-D**

**THIS CONTRACT** is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (State), whose address and phone number are PO Box 200135 Helena, MT 59620, 406-444-2725 and Friedel, LLC, (Contractor), whose address and phone number are 1302 24<sup>th</sup> St W #221, Billings, MT 59102 and 406-794-8282.

### **1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The Contract's initial term is July 1, 2019 through June 30, 2021, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. Neither the legal counsel signature approving legal content of the Contract nor the procurement officer signature approving the form of the Contract constitutes an authorized signature.

**1.2 Contract Renewal.** State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in 2-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven years.

### **2. COST ADJUSTMENTS**

**2.1 Cost Increase by Mutual Agreement.** After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

### **3. SERVICES AND/OR SUPPLIES**

Contractor shall provide state agencies drug and alcohol testing services, including but not limited to:

- ⌚ Urinalysis
- ⌚ Observed Collection Services
- ⌚ Breath Alcohol Testing
- ⌚ Split Sample Testing
- ⌚ Oral Fluid/Swabbing
- ⌚ Hair Strand/Hair Follicle
- ⌚ Sweat Patch Testing
- ⌚ SCRAM Bracelet
- ⌚ Instant Testing
- ⌚ Mobile Collection Services
- ⌚ Consultation and Training Services as Listed below:
  - ⌚ The laboratory's corporate account manager (or designee) must be available daily to the participating agency contact to answer questions and resolve problems. The Contractor shall bill each participating state agency separately for testing and record keeping services rendered.
  - ⌚ Provide expert testimony on all matters related to Reasonable Suspicion training and Drug and Alcohol Testing on an as-needed basis by participating state agencies.
  - ⌚ Upon request, prepare a litigation package to include copies of all COC documents, batch specimen review sheets, gas chromatography/mass spectrometry (GC/MS) data review file (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the confirmation gas chromatography/mass spectrometry test.
  - ⌚ Reasonable Suspicion training must be provided on a six-month basis or as requested.

- ⌚ Consultation services shall be provided by the Contractor only on a pre-approved basis at the request of the participating agency contact or designee. Upon receipt of an acceptable invoice with supporting documentation, the requesting agency will reimburse the Contractor for authorized travel costs based upon established State lodging and per diem rates. The Contractor is responsible for splitting travel expenses proportionately between all participating agencies if more than one agency participates in one consultation. Detailed rate information may be found at <http://doa.mt.gov/doatravel/default.mcpix>.
- ⌚ The participating state agency has the option to review all training materials prior to use.
- ⌚ Treatment and Substance Abuse Services

**3.1 Contractor Reporting Requirement.** Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 45 days after the end of the quarter to [coopppurchasing@mt.gov](mailto:coopppurchasing@mt.gov).

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30.

Reports are not required for quarterly period which there was no contract activity.

Failure to provide reports in a timely manner may result in suspension from the Contract. Consistent failure to provide reports per this clause may result in termination of Contract.

**3.2 Montana Administrative Fee.** Effective upon execution of services completed under this Contract, the State of Montana assesses an administrative fee of one and one-half percent (1.50%) for all net sales (sales less credits) made under this Contract. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this administrative fee concurrent with the Required Usage Reporting described above. The administrative fee must be submitted by ACH along with email notification to the CO.

#### 4. **WARRANTIES**

**4.2 Warranty of Services.** Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

#### 5. **CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration of the drug and alcohol testing services to be provided, State shall pay Contractor according to the schedule in Attachment A.

**5.2 Withholding of Payment.** In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the services provided or applicable contract.

**5.3 Payment Terms.** Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

**5.4 Reference to Contract.** The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

## **6. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

## **7. NON-EXCLUSIVE CONTRACT**

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

## **8. PREVAILING WAGE REQUIREMENTS**

**8.1 Montana Resident Preference.** The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

**8.2 Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this Contract must be adjusted 12 months after the date of the award of the public works contract per 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

**8.3 Notice of Wages and Benefits.** Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of

work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

**8.4 Wage Rates, Pay Schedule, and Records.** 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for non-construction services 2019.

## **9. ACCESS AND RETENTION OF RECORDS**

**9.1 Access to Records.** Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 18, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

**9.2 Retention Period.** Contractor shall create and retain all records supporting the drug and alcohol testing services for a period of eight years after either the completion date of this Contract or termination of the Contract.

## **10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

## **11. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

## **12. REQUIRED INSURANCE**

**12.1 General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**12.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location.

Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**12.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**12.4 Specific Requirements for Automobile Liability.** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

**12.5 Specific Requirements for Professional Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**12.6 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**12.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**12.8 Specific Requirements for Cyber/Data Information Security Insurance.** The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgments as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

### **13. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

### **14. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

### **15. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS**

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: [https://vendorresources.mt.gov/Portals/121/vendor\\_resources/EO\\_DECLARATION%20FORM.pdf?ver=2018-09-13-100259-243](https://vendorresources.mt.gov/Portals/121/vendor_resources/EO_DECLARATION%20FORM.pdf?ver=2018-09-13-100259-243).

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at:

[http://vendorresources.mt.gov/Portals/121/vendor\\_resources/Dark\\_Money\\_Disclosure\\_Template.xlsm](http://vendorresources.mt.gov/Portals/121/vendor_resources/Dark_Money_Disclosure_Template.xlsm).

All disclosures must be submitted to (insert agency contact information), for reporting on

<https://transparency.mt.gov/>. Failure to comply with these requirements may result in contract termination.

Contractor agrees that such a failure is a material breach of this Contract.

### **16. DISABILITY ACCOMMODATIONS**

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to

make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

## **17. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

## **18. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **19. CONTRACT TERMINATION**

**19.1 Termination for Cause with Notice to Cure Requirement.** State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**19.2 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**19.3 Reduction of Funding.** State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

## **20. EVENT OF BREACH – REMEDIES**

**20.1 Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- ⌚ Products or services furnished fail to conform to any requirement;
- ⌚ Failure to submit any report required by this Contract;
- ⌚ Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 25.1, Technical or Contractual Problems, obligations; or
- ⌚ Voluntary or involuntary bankruptcy or receivership.

**20.2 Event of Breach by State.** State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

**20.3 Actions in Event of Breach.** Upon Contractor's material breach, State may:

- ⌚ Terminate this Contract under Section 19.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- ⌚ Terminate this Contract under section 19.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

## **21. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **22. WAIVER OF BREACH**

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

## **23. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **24. LIAISONS AND SERVICE OF NOTICES**



**24.1 Contract Liaisons.** All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Mandy Rambo is State's liaison  
PO Box 200135  
Helena, MT 59620  
406-444-2516  
[Mandy.Rambo@mt.gov](mailto:Mandy.Rambo@mt.gov)

Neil Friedel is Contractor's liaison  
1302 24<sup>th</sup> St W #221  
Billings, MT 59102  
406-794-8282  
[neil@friedelllc.com](mailto:neil@friedelllc.com)

**24.2 Notifications.** State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or email. If notice is provided by personal service or email, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

## **25. MEETINGS**

**25.1 Technical or Contractual Problems.** Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

## **26. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

## **27. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

## **28. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

## **29. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by the Contractor.

**30. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**31. SEVERABILITY**

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

**32. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**32.1 Contract.** This Contract consists of 11 numbered pages, any Attachments as required, Solicitation # SPB-RFP-2019-0172MR as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**32.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**33. WAIVER**

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

### 34. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

**STATE OF MONTANA**  
**Department of Administration**  
**PO Box 200135**  
**Helena, MT 59620**

**FRIEDEL, LLC**  
**1302 24<sup>th</sup> St W #221**  
**Billings, MT 59102**  
**FEDERAL ID #26-1211515**

BY: Cheryl Grey, Administrator  
(Name/Title)

DocuSigned by:



5FBAA5B9738647B...  
(Signature)

6/14/2019

DATE: \_\_\_\_\_

BY: Rich Friedel Managing Member  
(Name/Title)

DocuSigned by:



78C7817722284AE...  
(Signature)

6/14/2019

Approved as to Legal Content:

DocuSigned by:



6/14/2019

8E2DE9861B4E4EF...  
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:



6/14/2019

D79E9C4A0F42480...  
Procurement Officer (Date)  
State Procurement Bureau

**Attachment A****Pricing Schedule****MDT Collection Site Services Fees**

<b>Facility Collection Fees</b>			
MDT/DOT	UA	5 Panel	\$50 Split Test
		No Additionl Fee	
Observed UA Test		5 Panel	\$70
MDT/NON-DOT	UA	5 Panel	\$50
		6 Panel	\$50
		7 Panel	\$50
		8 Panel	\$50
		9 Panel	\$50
		10 Pane	\$50
		11 Pane	\$50
<b>ALL DPHHS CFSD are OBSERVED TEST</b>			
DPHHS CFSD	UA & EB	5 Panel	\$35
		6 Panel	\$35
		7 Panel	\$35
		8 Panel	\$35
		9 Panel	\$35
		10 Pane	\$35
		11 Pane	\$35
MDOT	EBT		\$10
Non DOT / DPHHS CFSD	EBT	\$9 per Day EBT	\$10
	Single Test		
Oral Fluid DPHHS CFSD		7 Panel	\$35
Oral Fluid DPHHS CFSD Lab Confirmation		7 Panel Additional \$70	
EBT and Oral Fluid Instant (Drager)		7 Panel	\$40
EBT and Oral Fluid Instant (Drager) Lab Conifirmation		7 Panel Additional \$75	
SCRAM		\$10 per Day	
Sweat Patch		7 Panel	\$65
Expanded Opioid			\$45
Hair Testing		7 Panel	\$125

**Mobile Fees**

Mobile Service Fee 1st Test MDT DOT Only	\$50
Mobile Service Fee Additional Test MDT DOT Only	No Additional Fee
Mobile Service Fee DPHHS CFSD Only	\$30 (Added to any Test Fee)

**MONTANA  
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2019**

**Effective: January 26 2019**

**Steve Bullock, Governor  
State of Montana**

**Galen Hollenbaugh, Commissioner  
Department of Labor & Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at **[www.mtwagehourbopa.com](http://www.mtwagehourbopa.com)** or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 201503  
Helena, MT 59620-1503  
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at **[www.mtwagehourbopa.com](http://www.mtwagehourbopa.com)** or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at **[www.mtwagehourbopa.com](http://www.mtwagehourbopa.com)** or contact the department at (406) 444-6543.

GALEN HOLLENBAUGH  
Commissioner  
Department of Labor and Industry  
State of Montana

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### A. Date of Publication January 26 2019

### B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as "...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse's aid services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing."

### **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

### **D. Prevailing Wage Schedule**

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

### **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

### **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

### **G. Fringe Benefits**

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

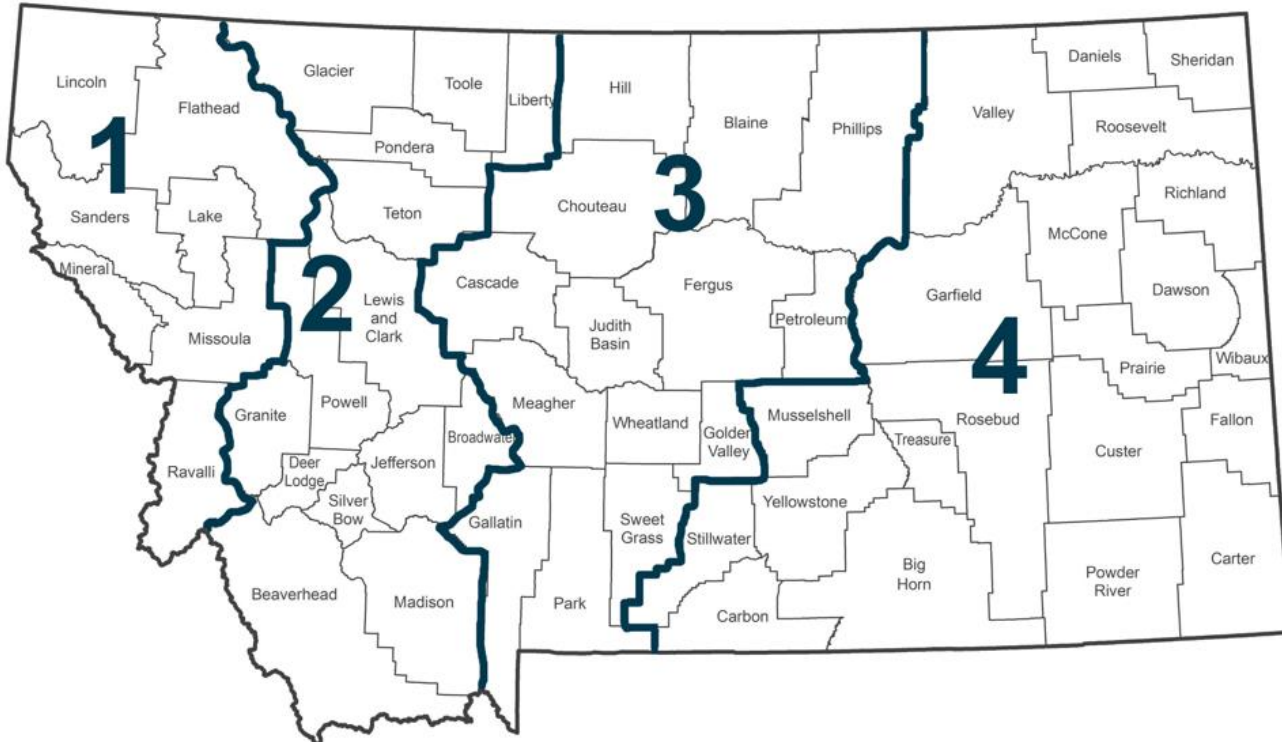
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

### Montana Prevailing Wage Districts



## I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

**District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

**District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

**District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

**District 4 – Billings:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

## J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

## K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.



#### **L. Per Diem**

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

#### **M. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

#### **N. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

#### **O. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

#### **P. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:  
[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

#### **Q. Nonconstruction Services Occupations**

##### **MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES**

STATIONARY ENGINEERS AND BOILER OPERATORS  
ELEVATOR REPAIRERS  
ENVIRONMENTAL SERVICES WORKERS  
MAINTENANCE AND REPAIR WORKERS

##### **CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES**

JANITORS AND CLEANERS  
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS  
SECURITY GUARDS

##### **GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY**

FALLERS  
FOREST AND CONSERVATION TECHNICIANS  
FOREST AND CONSERVATION WORKERS  
FOREST EQUIPMENT OPERATORS  
LANDSCAPING AND GROUNDSKEEPING WORKERS  
PEST CONTROL WORKERS  
PESTICIDE/HERBICIDE HANDLERS, SPRAYERS, AND APPLICATORS  
TREE TRIMMERS AND PRUNERS, (RIGHT AWAY)

**OPERATION OF PUBLIC DRINKING WATER SUPPLY,  
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS**

RECYCLING AND RECLAMATION WORKERS  
REFUSE AND RECYCLABLE MATERIALS COLLECTORS  
SANITARY LANDFILL ATTENDANTS  
SANITARY LANDFILL OPERATORS  
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

**LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS**

CORRECTION AND DETENTION OFFICERS  
POLICE, FIRE, AND AMBULANCE DISPATCHERS  
PROBATION OFFICERS

**FIRE PROTECTION**

FIRE EXTINGUISHER REPAIRERS  
FIREFIGHTERS, (WILDLANDS)

**PUBLIC OR SCHOOL TRANSPORTATION DRIVING**

BUS DRIVERS, (SCHOOL OR SPECIAL CLIENT)  
BUS DRIVERS, (TRANSIST AND INTERCITY)  
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS  
HEAVY AND TRACTOR-TRAILER TRUCK DRIVRS

**NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES**

BREATH ALCOHOL TECHNICIANS  
CLINICAL LABORATORY TECHNICIANS AND TECHNOLOGISTS  
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS  
HOME HEALTH AIDES  
LICENSED PRACTICAL NURSES  
NURSE PRACTITIONERS  
NURSING ASSISTANTS AND ORDERLIES  
PERSONAL CARE AIDES  
PHYSICIANS ASSISTANTS  
REGISTERED NURSES

**MATERIAL AND MAIL HANDLING**

FREIGHT, STOCK, AND MATERIAL HANDLERS

**FOOD SERVICE AND COOKING**

COOKS, (INSTITUTION AND CAFETERIA)  
FOOD PREPARATION AND SERVING RELATED WORKERS

**MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING**

AUTOMOTIVE MASTER MECHANICS  
CONSTRUCTION EQUIPMENT MECHANICS

**APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING**

APPLIANCE SERVICE TECHNICIANS  
PERSONAL COMPUTER SUPPORT TECHNICIANS

# WAGE RATES

## MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

### STATIONARY ENGINEERS AND BOILER OPERATORS

#### No Rate Established

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### ELEVATOR REPAIRERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$52.41	\$33.00
District 2	\$52.41	\$33.00
District 3	\$52.41	\$33.00
District 4	\$52.41	\$33.00

#### Travel:

##### All Districts

0-15 mi. free zone

>15-25 mi. \$45.26/day

>25-35 mi. \$84.01/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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### ENVIRONMENTAL SERVICES WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$12.48	\$4.21
District 2	\$11.85	\$4.83
District 3	\$11.97	\$4.74
District 4	\$12.58	\$4.84

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### MAINTENANCE AND REPAIR WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$18.56	\$ 7.13
District 2	\$17.68	\$ 8.69
District 3	\$17.44	\$10.44
District 4	\$19.59	\$ 6.84

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$13.93	\$4.91
District 2	\$13.31	\$4.34
District 3	\$15.76	\$8.26
District 4	\$15.68	\$9.68

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$15.79	\$3.10
District 2	\$15.59	\$2.71
District 3	\$15.88	\$3.28
District 4	\$15.31	\$3.34

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

No Rate Established

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## FOREST EQUIPMENT OPERATORS

### No Rate Established

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## LANDSCAPING AND GROUNDSKEEPING WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$14.79	\$8.07
District 2	\$16.68	\$7.41
District 3	\$13.05	\$8.09
District 4	\$16.41	\$6.72

### Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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## PEST CONTROL WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$15.27	\$3.63
District 2	\$15.27	\$3.63
District 3	\$15.27	\$3.63
District 4	\$15.27	\$3.63

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## PESTICIDE/HERBICIDE HANDLERS, SPRAYERS, AND APPLICATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$16.54	\$6.96
District 2	\$20.50	\$5.89
District 3	\$13.44	\$4.93
District 4	\$17.99	\$5.81

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## TREE TRIMMERS AND PRUNERS, (RIGHT AWAY)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$20.34	\$8.01
District 2	\$16.99	\$8.01
District 3	\$16.35	\$8.38
District 4	\$26.19	\$8.98

### Travel:

#### All Districts

0-25 mi. - free zone

>25-50 mi. - \$20.00/day

>50 mi. - \$70.00/day

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## OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

### RECYCLING AND RECLAMATION WORKERS

#### No Rate Established

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### REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$16.16	\$7.52
District 2	\$17.11	\$9.18
District 3	\$18.20	\$8.46
District 4	\$21.76	\$6.95

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### SANITARY LANDFILL ATTENDANTS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$12.46	\$8.32
District 2	\$13.94	\$8.20
District 3	\$15.43	\$6.34
District 4	\$14.71	\$5.59

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### SANITARY LANDFILL OPERATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$20.09	\$9.09
District 2	\$19.41	\$9.05
District 3	\$20.10	\$7.79
District 4	\$19.65	\$7.44

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### WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.89	\$10.12
District 2	\$26.49	\$14.50
District 3	\$21.13	\$ 8.35
District 4	\$22.00	\$ 9.00

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## LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

### CORRECTION AND DETENTION OFFICERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.41	\$11.00
District 2	\$18.52	\$10.30
District 3	\$17.13	\$ 9.78
District 4	\$19.82	\$10.66

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### POLICE, FIRE, AND AMBULANCE DISPATCHERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$20.14	\$9.77
District 2	\$16.07	\$5.72
District 3	\$15.03	\$7.64
District 4	\$19.97	\$7.25

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### PROBATION OFFICERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.45	\$11.15
District 2	\$21.63	\$11.20
District 3	\$21.15	\$11.00
District 4	\$21.04	\$10.97

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## FIRE PROTECTION

### FIRE EXTINGUISHER REPAIRERS

**No Rate Established**

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### FIREFIGHTERS, (WILDLANDS)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$13.86	\$4.00
District 2	\$14.26	\$4.05
District 3	\$14.26	\$4.05
District 4	\$14.26	\$4.05

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## PUBLIC OR SCHOOL TRANSPORTATION DRIVING

### BUS DRIVERS, (SCHOOL OR SPECIAL CLIENT)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$16.12	\$5.00
District 2	\$15.38	\$5.14
District 3	\$15.46	\$5.79
District 4	\$16.80	\$4.05

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### BUS DRIVERS, (TRANSIT AND INTERCITY)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$13.26	\$9.35
District 2	\$11.19	\$1.01
District 3	\$14.57	\$5.29
District 4	\$19.23	\$6.70

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### LIGHT TRUCK OR DELIVERY SERVICES DRIVERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$16.33	\$2.04
District 2	\$15.82	\$2.04
District 3	\$15.94	\$2.04
District 4	\$16.38	\$2.04

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### HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.79	\$10.65
District 2	\$21.01	\$10.32
District 3	\$19.67	\$ 9.23
District 4	\$19.67	\$ 9.23

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## NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

### BREATH ALCOHOL TECHNICIANS

**No Rate Established**

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**CLINICAL LABORATORY TECHNICIANS AND TECHNOLOGISTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.38	\$ 9.82
District 2	\$29.34	\$11.77
District 3	\$28.85	\$ 6.67
District 4	\$29.57	\$ 9.60

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**EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$15.70	\$8.07
District 2	\$16.45	\$5.70
District 3	\$18.81	\$6.67
District 4	\$16.64	\$7.25

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**HOME HEALTH AIDES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$11.06	\$4.68
District 2	\$11.65	\$3.55
District 3	\$11.65	\$2.73
District 4	\$12.16	\$3.02

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**LICENSED PRACTICAL NURSES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.01	\$7.28
District 2	\$20.82	\$7.07
District 3	\$21.63	\$5.97
District 4	\$23.05	\$5.72

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**NURSE PRACTITIONERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$49.97	\$15.25
District 2	\$51.18	\$14.16
District 3	\$48.19	\$11.11
District 4	\$52.75	\$16.00

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**NURSING ASSISTANTS AND ORDERLIES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$12.64	\$4.81
District 2	\$13.78	\$4.47
District 3	\$12.92	\$4.28
District 4	\$14.09	\$3.30

Occupations Include:  
 Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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**PERONAL CARE AIDES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$11.06	\$4.68
District 2	\$11.65	\$3.55
District 3	\$11.65	\$2.73
District 4	\$12.16	\$3.02

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**PHYSICIANS ASSISTANTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$50.10	\$12.51
District 2	\$52.36	\$12.36
District 3	\$53.38	\$13.53
District 4	\$54.22	\$14.02

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**REGISTERED NURSES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.66	\$10.78
District 2	\$31.01	\$ 8.69
District 3	\$32.13	\$ 6.67
District 4	\$34.15	\$ 6.12

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**MATERIAL AND MAIL HANDLING****FREIGHT, STOCK, AND MATERIAL HANDLERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$15.43	\$2.14
District 2	\$15.00	\$1.00
District 3	\$15.89	\$2.14
District 4	\$16.42	\$2.48

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## FOOD SERVICE AND COOKING

### COOKS, (INSTITUTION AND CAFETERIA)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$12.91	\$4.76
District 2	\$13.80	\$4.56
District 3	\$12.65	\$5.25
District 4	\$13.90	\$5.36

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### FOOD PREPARATION AND SERVING RELATED WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$10.96	\$3.57
District 2	\$10.56	\$3.69
District 3	\$12.26	\$4.40
District 4	\$12.03	\$3.27

**Occupations Include:**

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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## MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

### AUTOMOTIVE MASTER MECHANICS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.63	\$ 5.30
District 2	\$21.09	\$ 4.26
District 3	\$20.63	\$11.92
District 4	\$23.81	\$ 6.61

**Duties Include:**

Diesel Engine Repair.

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### CONSTRUCTION EQUIPMENT MECHANICS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$25.16	\$10.24
District 2	\$23.88	\$ 9.81
District 3	\$22.88	\$ 9.33
District 4	\$22.40	\$10.12

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

No Rate Established

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PERSONAL COMPUTER SUPPORT TECHNICIANS

	Wage	Benefit
District 1	\$24.61	\$ 9.30
District 2	\$22.99	\$ 8.80
District 3	\$21.50	\$11.46
District 4	\$22.04	\$15.85

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